

**PARKLAND IMPACT FEE AND GREENWAY TRAIL SYSTEM  
CONSTRUCTION AGREEMENT  
BETWEEN THE CITY OF FRANKLIN AND CLAYTON PROPERTIES GROUP, INC.  
COF CONTRACT NO. 2019-0007  
AS AMENDED**

**PARKLAND IMPACT FEE AND GREENWAY TRAIL SYSTEM CONSTRUCTION AGREEMENT**, (this "Agreement"), pursuant to Title 25, Chapter 4 of the City of Franklin Municipal Code, made and entered into this day of \_\_\_\_\_ 2019 by and between THE CITY OF FRANKLIN, TENNESSEE ("City") and CLAYTON PROPERTIES GROUP, INC., a Tennessee corporation (hereinafter "Clayton"), owner of that certain land consisting of approximately 44 acres +/- of land located at 2970 Del Rio Pike, Franklin, Williamson County, Tennessee, being Parcel No. 1.03 on Williamson County Tax Assessor's Map No. 63, as more particularly described in Exhibit A attached hereto (the "Property").

**WITNESSETH:**

**WHEREAS**, Clayton is in the process of developing the Property (the "Development Project"), consisting of sixty-eight (68) attached townhome lots, and sixty-four (64) detached single-family lots all as more particularly shown on Exhibit A; and

**WHEREAS**, pursuant to Title 25, Chapter 4 of the City of Franklin Municipal Code Clayton has agreed to design and construct a Greenway Trail System located within the outer limits of The Fields at Reese Farm PUD, but not limited to, the greenway trail, trailheads, existing trees, shrubbery, and associated appurtenances such as signage, benches, and other associated amenities as approved by the City of Franklin, all as more particularly shown and described on Exhibit B attached hereto; and

**WHEREAS**, the Greenway Trail System encompasses approximately 1.1471 acres of land on property known as The Fields at Reese Farm PUD all as more particularly shown and described on Exhibit C attached hereto; and

**WHEREAS**, Clayton has requested to offset a portion of the costs of construction of these improvements against any Parkland Impact Fees due from the Development Project, and the estimated amount of such eligible costs, and the potential offset, was determined by the Parks Department Director on January 23, 2019, to be FIVE HUNDRED SIXTY EIGHT THOUSAND ONE HUNDRED TWENTY-EIGHT and 00/100 Dollars (\$568,128.00) as itemized in attached Exhibit E; and

**WHEREAS**, Clayton has agreed to plat and dedicate land and to construct the Greenway Trail System improvements as illustrated on Exhibits B and C and described in detail below for the future enjoyment of the public, , subject to the terms and conditions set forth herein; and

**WHEREAS**, any and all Greenway Trail System improvements located on public and/or privately-owned property as illustrated in the approved Exhibits B and C shall not be altered, expanded, or in any way modified in any material way from the level, nature and type of use as contemplated in

this Agreement as of the date hereof, without the express prior written consent of the City (which shall not be unreasonably withheld, conditioned or delayed); and

**WHEREAS**, any approved fixed structures associated with the Greenway Trail System, examples may include fencing, benches, off-street parking, signage, etc. as illustrated on Exhibits B and C and further detailed on the approved construction drawings on file with the City of Franklin Parks Department that may be located in the Greenway Trail System shall not be altered, expanded, or in any way modified in any material way by Clayton with respect to the nature and intensity of its use without the written consent of the City (which shall not be unreasonably withheld, conditioned or delayed).

**NOW, THEREFORE**, in consideration of the terms, conditions and mutual agreements by and between the parties as hereinafter set forth in detail, the parties do hereby mutually agree as follows:

**I. AGREEMENT OF LANDSCAPING IN THE CITY RIGHT-OF-WAY**

1. The foregoing recitals are incorporated into this Agreement and made a part thereof.
2. Clayton agrees to and has attached all pertinent exhibits to this contract prior to the first submittal of this agreement to the City for review. Clayton further understands that failure to provide all pertinent exhibits prior to the first submittal of this agreement for review will result in a delay in the agreement approval process.
3. Clayton and City agree that Clayton shall be eligible and shall receive an offset of applicable Parkland Impact Fees as hereafter set forth for the Greenway Trail System, dedication of land and easements, and associated improvements as illustrated in Exhibits B and C, and as allowed under Title 25, Chapter 4 of the City of Franklin Municipal Code.
4. The total estimated cost of land and/or easement dedication, design, and the cost of labor, equipment, supplies, and materials used to construct the trail improvement as itemized in attached Exhibit D is \$542,904.56 and the estimated total offset to Clayton is \$568,128.00, as indicated in Exhibit E, upon submittal and approval of supporting documentation. The following costs are specifically excluded and not eligible for an offset: fiscal cost, including interest on money borrowed to finance the construction, cost for utility relocations, and other improvements that benefit the development.
5. Pursuant to Title 25, Chapter 4 of the Franklin Municipal Code, the eligible offset does and shall not exceed the total Parkland Impact Fees due for the Development Project.
6. Notwithstanding any other applicable ordinances, park improvements shall be completed within two (2) years from the date of approval of issuance of the first building permit in the development. Clayton shall post a Letter of Credit or cash surety with the City for the cost of the Parkland Impact Fees at the same time as the fees that are due for recording of the final plat, or for issuance of a building permit, whichever occurs first, or in accordance with the provision for the City of Franklin Charter or a Contract for Parkland Impact Fees,

Parkland Dedication and/or Construction of Park Improvements approved by the BOMA, when applicable

7. Clayton will build, construct, and dedicate the greenway trails within The Fields at Reese Farm PUD as depicted in Exhibit C. The Fields at Reese Farm PUD parkland dedication area totals 1.1471 acres. The City of Franklin will maintain the Greenway Trail System and appurtenances located on The Fields at Reese Farm PUD into perpetuity beginning on the completion of the Greenway Trail.
8. Clayton shall be responsible for the location and protection of all existing utilities in accordance with State and local laws while utilizing the right-of-way. There shall be no offsets or reimbursement for relocating or protecting public utilities.
9. Naming Rights. The policy of the City is to reserve naming or renaming of city assets to those circumstances which tradition and practice have shown to best serve the interests of the City and assure a worthy and enduring legacy for the City.
10. Organized Events. Events require a Special Event Permit which may be obtained through the Franklin Parks Department. No entity shall sponsor, host or organize an event on the public greenway trail without prior approval of the Special Event Permit.
11. All improvements, uses, and activities shall comply with the policies established by the City of Franklin Zoning Ordinance and Municipal Code with the terms and conditions of this Agreement.
12. Upon completion and prior to acceptance of the Greenway Trail System improvements, Clayton will provide reasonable documentation for all such cost and provide notarized release of liens.
13. Final as-built plans shall be submitted immediately following completion of construction activities. If the project is developed in phases, as-built plans for each phase shall be submitted once the work is complete in that phase. Acceptance of Parkland dedication and construction projects will not be issued until satisfactory as-built plans have been approved by the Parks Department Director and the City Engineer. All aspects of the project that have been affected by construction shall be verified and appear on the as-built plans. This would include, but is not limited to the following items:
  - All property lines and easements
  - New and Existing structures (include restrooms, playground equipment, trail/multi-use paths, trail heads, pavilions, pools, etc.)
  - Location of all “as-built” work with station and offsets
  - Height and location of all fences, walls, screens, trees, and hedges over 42” tall
  - All commercial driveways, paved areas, and required parking spaces
  - All concealed components with station and offsets (include known buried cables, utilities, drainage structures, etc.)

- All utilities
  - File formats shall be in a \*.PDF along with either \*.DWG, \*.DXF, \*.DGN, or AutoDACC14
  - Two paper sets
- \*Note: on all sheets referencing the Tennessee State Plane Coordination System, Zone 5301, Fipszone 4100; NAD 83 datum.

Concealed components will require documented proof to be submitted with the as-built plans in the form of a certified construction log that has been generated by the design engineer. As-built plans are required to be endorsed by a Tennessee registered professional engineer and or a registered land surveyor.

14. Barring force majeure or weather delays, Clayton agrees, upon thirty (30) days written notice from the City, to remove, repair or replace trees, landscaping, and trail damage as described herein that may require reasonable removal, repair or replacement. The City reserves its right to determine health of the trees, landscaping, and condition of the Greenway Trail System and, whether trees, landscaping, and Greenway Trail System are to be replaced and maintained. If no remedy is made within the specified time, the City reserves the right to remove all affected trees and landscaping and repair the trail with notice to Clayton and at the sole cost and expense of Clayton. Clayton shall submit payment for full cost and expense incurred by the City within forty-five (45) days of the date of the invoice.
15. In the case of emergency situations where unplanned disturbance of the trees, landscaping and Greenway Trail System, occurs due to natural disaster, emergency infrastructure repairs, or public safety/emergency response, the City to minimize disturbance to the extent feasible but must act swiftly for the purposes of public safety, health and welfare. The City will bring the site back to substantially similar condition as soon as practicable, subject to budgetary constraints; other priorities that serve the public health, safety, and welfare; seasonal limitations for replacement or planting; and weather delays.
16. The permission granted by this Agreement shall be effective as of the date of execution by both parties and shall terminate only as provided within this Agreement.
17. This Agreement is non-transferable to the successors or assigns of Clayton unless the successor assumes the same obligations of Clayton in writing. Such assignment shall be provided to the City within fifteen (15) days after the transfer of the Development Project. Upon assignment, Clayton shall be relieved from any and all further liability under this Agreement, including, without limitation, pursuant to Section 18 hereof. The City shall have the right to immediately remove trees, landscaping, and Greenway Trail System for which this Agreement is granted upon assignment or transfer by Clayton; subject, however, to application made by the successor for and due diligence in obtaining approval by the City of a new Agreement for the existing landscaping to remain in the right-of-way.



18. Clayton shall exercise the rights, privileges and permission granted herein at Clayton's own risk. Clayton shall not claim any damages from the City for any injuries or damages, including death, about or because the exercise of such rights, privileges or permission, the condition of the non-exclusive, all-access public easement or the use of the non-exclusive, all-access public easement excluding gross negligence or willful misconduct by the City and its Mayor, Aldermen, officers, employees, officials and agents. Clayton shall indemnify and hold harmless the City, its Mayor, Alderman, officers, employees, officials and agents, from and against all claims, actual damages, actual losses and actual out-of-pocket expenses, including reasonable attorney's fees for outside counsel and costs, arising out of, resulting from, or in any way connected with the failure of Clayton to comply with any of the provisions specified herein or with the City's direction to remove and/or maintain any trees, landscaping, or portions of the Greenway Trail System depicted in Exhibits B and C. The City shall not be liable to Clayton should Clayton's use of the property be hindered or disturbed. The City will not be liable to Clayton for any reason not specifically stated herein.
19. The City and Clayton agree that the terms and conditions contained herein shall be binding on and shall insure to their heirs, representatives, successors, and assigns and that there are no understandings or agreements between them except as contained in this instrument.
20. Applicable Law/Choice Forum and Venue. This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to that state's choice of law rules. The parties' choice for forum and venue shall be exclusively in the courts of Williamson County, Tennessee.
21. All notices required to be given by any party shall be in writing, addressed to all other parties, and delivered by certified mail or in person to:
- |   |   |
|---|---|
| <u>In the case of the City:</u>   | <u>In the case of Clayton:</u>  |
| City of Franklin<br>Attn: Eric Stuckey<br>109 Third Ave. South<br>P.O. Box 305<br>Franklin, TN 37065-0305 | Clayton Properties Group, Inc.<br>Attn. Maverick Green<br>393 Maple Street, Suite 100<br>Gallatin, TN 37066 |
22. This Agreement shall be recorded with the Williamson County Register of Deeds with a copy maintained in the City Recorder's office in City Hall, Franklin, TN. Upon completion of this Agreement, the City agrees to cover the costs and responsibility associated with recording this Agreement.
23. This Agreement constitutes the entire agreement between parties. There are no further or other agreements or understandings, written or oral, in effect between the parties, relating

to the subject matter hereof. This Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.

## **II. GENERAL TERMS AND CONDITIONS**

### **1. Personal Liability.**

No member, Mayor, Alderman, official, or employee of the City shall be personally liable to Clayton or any successor in interest, in the event of any default or breach by the City, or for any amount which may become due to Clayton or successor or on any obligations hereunder; provided, however, the City shall remain liable to Clayton for its gross negligence and willful misconduct. The City shall only look to Clayton and the Development Project for the enforcement of Clayton's obligations hereunder. None of the trustees, officers, directors, employees, members, owners, partners or shareholders of Clayton or any direct or indirect owner of Clayton shall have any personal liability for any of the liability or obligations of Clayton in connection herewith. The City shall maintain, at a minimum, adequate public liability insurance with monetary limits of not less than Clayton's liability.

### **2. Warranties/Limitation of Liability/Waiver.**

The City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Clayton to limit its liability shall be void and unenforceable.

### **3. Severability.**

If any term or provision of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement will not be affected.

[Signature pages follow next]

Prepared by:  
City of Franklin  
109 Third Avenue South  
Franklin, Tennessee 37064

**IN WITNESS WHEREOF** the said parties have hereunto set their signatures, on this day and date first above written.

**CITY OF FRANKLIN, TENNESSEE**

**Attest:**

By: \_\_\_\_\_  
Dr. Ken Moore, Mayor  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Eric S. Stuckey, City Administrator  
Date: \_\_\_\_\_

**STATE OF TENNESSEE** )  
 )  
**COUNTY OF WILLIAMSON** )

Before me, \_\_\_\_\_, a Notary Public of said State and County, personally appeared, Dr. Ken Moore and Eric S. Stuckey, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and where, upon oath, Dr. Ken Moore acknowledged himself to be Mayor and Eric S. Stuckey acknowledged himself to be City Administrator of the City of Franklin, Tennessee, and that as such, being authorized to do so, have executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal, at office, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

**Approved as to form:**

By: \_\_\_\_\_  
Shauna R. Billingsley  
City Attorney

Prepared by:  
City of Franklin  
109 Third Avenue South  
Franklin, Tennessee 37064

CLAYTON PROPERTIES GROUP, INC., a Tennessee corporation

By: \_\_\_\_\_  
Name:  
Title:

STATE OF TENNESSEE    )  
  )  
COUNTY OF \_\_\_\_\_)

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the \_\_\_\_\_ of Clayton Properties Group, Inc., a Tennessee corporation, the within named bargainer, and that he as such \_\_\_\_\_, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as \_\_\_\_\_.

Witness my hand and seal at office in \_\_\_\_\_, Tennessee, this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

SITE DATA

PROJECT NAME:	REESE FARM PUD
PROJECT NUMBER:	6836
SUBDIVISION:	NA
LOT NUMBER:	2970 DEL RIO PIKE
ADDRESS:	FRANKLIN, TN 37069
COUNTY:	WILLIAMSON
STATE:	TENNESSEE
CIVIL DISTRICT:	9TH CIVIL DISTRICT
TAX MAP, PARCEL:	063, 1.03
EXISTING ZONING:	AG
PROPOSED ZONING:	SD-R (3.00)
CHARACTER AREA OVERLAY:	WHCO-2, WHCO-3
OTHER APPLICABLE OVERLAYS:	FWD FLOODWAY OVERLAY FFO FLOODWAY FRINGE OVERLAY
APPLICABLE DEVELOPMENT STANDARD:	CONVENTIONAL
TOTAL ACREAGE:	43.97 AC
TOTAL SQUARE FOOTAGE:	1,915,336 SF
MINIMUM REQUIRED SETBACKS:	SEE ARCHITECTURAL SHEET A1.0 FOR BREAKDOWN OF SINGLE-FAMILY AND TOWNHOME SETBACKS
OWNER:	GORDON OWEN REESE
ADDRESS:	2970 DEL RIO PIKE FRANKLIN, TN 37069
APPLICANT:	GAMBLE DESIGN COLLABORATIVE
ADDRESS:	324 LIBERTY PIKE SUITE 145 FRANKLIN, TN 37064
CONTACT:	GREG GAMBLE
PHONE:	615.975.5765
EMAIL ADDRESS:	greg.gamble@gdc-tn.com
BUILDING SQUARE FOOTAGE:	N/A
BUILDING HEIGHT:	2-STORY
LANDSCAPE SURFACE RATIO:	0.50
PROVIDED LANDSCAPE SURFACE RATIO:	0.50
MINIMUM PARKING REQUIREMENT:	SEE PARKING CHART, THIS SHEET
SEE PARKING CHART, THIS SHEET	
EXISTING PARKING:	SEE PARKING CHART, THIS SHEET
TREE CANOPY:	3.76 AC EXISTING, 9% OF SITE
PARKLAND DEDICATION:	\$568,128 IMPACT FEES 132 x \$4,304/HOME = \$568,128
OPEN SPACE:	21.83 AC REQUIRED (AFTER ROW DEDICATION) 21.98 AC PROVIDED 19.74 AC INFORMAL OPEN SPACE 2.24 AC FORMAL OPEN SPACE
OVERALL DENSITY:	3.00 UNITS/AC
NET DENSITY (MINUS ROW):	3.82 UNITS/AC
NET DENSITY (MINUS ROW AND OVERLAYS):	5.21 UNITS/AC
NUMBER OF RESIDENTIAL UNITS BY USE TYPE:	26 - 65' SINGLE-FAMILY FRONT LOADED 14 - 45' SINGLE-FAMILY ALLEY LOADED 24 - 40' SINGLE-FAMILY ALLEY LOADED 68 - TOWN HOMES
NONRESIDENTIAL SQUARE FOOTAGE:	N/A
TOTAL ACREAGE BY USE:	14.00 AC RESIDENTIAL 21.98 AC OPEN SPACE

STATEMENT OF IMPACTS:

**WATER:**  
WATER IS PROVIDED BY CITY OF FRANKLIN VIA EXISTING WATER MAIN THAT RUNS IN DEL RIO PIKE. WATER AVAILABILITY REQUEST IS ONGOING WITH CITY OF FRANKLIN FOR APPROXIMATELY 116 SINGLE FAMILY UNIT EQUIVALENTS.  
132 LOTS X 350 GPD = 46,200 GPD

**SEWER:**  
SANITARY SEWER WILL BE PROVIDED BY CITY OF FRANKLIN VIA AN EXISTING SEWER LIFT STATION SOUTH OF DEL RIO PIKE TO SERVE THE SOUTHERN HALF OF THIS SITE. AFTER MACK HATCHER IS CONSTRUCTED, THE ENTIRE SITE WILL FLOW TO A PROPOSED LIFT STATION AT THE NORTHERN END OF THE REESE FARM SITE. SEWER AVAILABILITY REQUEST IS ONGOING WITH CITY OF FRANKLIN FOR 46,200 GPD.

**RECLAIMED WATER LINE:**  
RECLAIMED WATER INFRASTRUCTURE IS PRESENT ALONG DEL RIO PIKE AND WILL BE PROVIDED THROUGH THE FIELDS AT REESE FARM DEVELOPMENT.

**STREET NETWORK:**  
AS SHOWN ON THE MAJOR THOROUGHFARE PLAN, DEL RIO PIKE IS A MINOR COLLECTOR STREET.

**POLICE AND FIRE DEPT:**  
FRANKLIN FIRE DEPT STATION #1 - 1.5 MILES DRIVING DISTANCE  
\*NOTE - ALL TOWNHOMES AND HOMES NORTH OF THE POND WILL REQUIRE A RESIDENTIAL FIRE SPRINKLER SYSTEM INSTALLED IN ACCORDANCE WITH NFPA 13D.  
COLUMBIA AVE. POLICE STATION - 2.3 MILES DRIVING DISTANCE

**RECREATIONAL FACILITIES:**  
DEL RIO PARK - 0.6 MILES WALKING/DRIVING DISTANCE  
JIM WARREN PARK - 1.49 MILES WALKING/DRIVING DISTANCE

**PROJECTED STUDENT POPULATION:**  
132 HOMES X 0.64 STUDENTS = 85 PROJECTED STUDENTS

**REFUSE COLLECTION:**  
PROVIDED BY THE CITY OF FRANKLIN SOLID WASTE.

DESIGN INTENT:

The Fields at Reese Farm PUD is within the Conservation Subdivision Policy of Envision Franklin. This policy requires a minimum of 50% open space and is intended to conserve special environmental features of the property. The conservation areas, which comprises approximately 50% of the 44-acre property, include natural features such as a 7-acre pond, floodplain of the Harpeth River, trees along the Harpeth bank, and a 40' buffer along Mack Hatcher Parkway. There is also open space set aside along the eastern boundary where it borders River Point subdivision's dedicated greenway for possible trail connections.

The natural features of the Fields at Reese Farm PUD strongly influenced the design layout of the homes such that they preserve these features and follow the Envision Franklin's conservation subdivision guidelines. There is a mix of single-family detached homes and attached townhomes. Special considerations within Envision Franklin are given to duplexes and townhouses, in addition to the residential land uses supported in this design concept. These "are appropriate in this area as a continuation of the traditional residential development pattern found at Westhaven on the south side of New Highway 96 West."

The Fields at Reese Farm PUD, therefore, proposes 66% of its net residential area to detached single-family homes and 34% to townhomes. These homes are intentionally planned to create integrated townhomes with single-family homes. Similar to other neighborhoods in this quadrant, such as Rizer Point and West Haven, Reese Farm PUD fits within the guidelines of the Conservation Subdivision Policy of Envision Franklin.

OPEN SPACE REQUIREMENT CHART

SITE AREA: 43.97 AC  
SITE AREA (MINUS R.O.W. DEDICATION): 43.93  
  
OPEN SPACE REQUIREMENT  
PERCENTAGE REQUIRED: 15%  
ACREAGE REQUIRED: 6.59 AC  
FORMAL OPEN SPACE REQUIRED: 34%, 2.24 AC  
INFORMAL OPEN SPACE REQUIRED: 66%, 4.35 AC  
  
TOTAL OPEN SPACE PROVIDED: 21.98 AC  
FORMAL OPEN SPACE PROVIDED: 2.24 AC  
INFORMAL OPEN SPACE PROVIDED: 19.74 AC

KEY CLASSIFICATION	TYPE	AREA OF OPEN SPACE
200	INFORMAL	STREAM RESTORATION
201	INFORMAL	BUFFERS & EASEMENTS
202	FORMAL	POCKET PARKS

ENVISION FRANKLIN CONSERVATION SUBDIVISION  
PER THE ENVISION FRANKLIN OPEN SPACE REQUIREMENT,  
50% OF THE TOTAL SITE ACREAGE MUST BE DEDICATED OPEN SPACE.

SITE ACREAGE: 43.93  
REQUIRED OPEN SPACE: 21.97 AC (50%)  
PROVIDED OPEN SPACE: 21.98 AC (50%)

TREE CANOPY RETENTION:

TREE AREA	EXISTING	REMOVED	RETAINED
TREE A	115,370 SF	1,384 SF	113,986 SF
TREE B	30,903 SF	30,903 SF	0 SF
TREE C	17,409 SF	17,409 SF	0 SF
TOTAL	163,681 SF	49,708 SF	113,983 SF

TREE CANOPY DATA

EXISTING TREE CANOPY: 163,681 SF (3.76 AC)  
3.76 AC / 43.97 SITE AC = 9% OF TOTAL SITE

REQUIRED CANOPY PRESERVATION =  
94% OF TOTAL CANOPY  
94% x 3.76 AC = 2.03 AC

PROVIDED CANOPY PRESERVED =  
2.82 AC (70%) OF TOTAL EXISTING CANOPY

TREE CANOPY AREA

CONNECTIVITY INDEX:

▲ NODES - 5  
● LINKS - 9  
9 LINKS / 5 NODES = 1.80 CONNECTIVITY INDEX  
(1.65 MINIMUM)

PARKING CHART

REQUIRED PARKING BREAKDOWN:

ATTACHED TOWN HOME  
TOTAL UNITS: 68  
REQUIRED SPACES PER UNIT: 3  
(3 BEDROOM UNITS REQUIRE 3 SPACES PER UNIT)  
TOTAL REQUIRED SPACES: 204

DETACHED SINGLE-FAMILY  
TOTAL UNITS: 64  
REQUIRED SPACES PER UNIT: 2 SPACES  
TOTAL REQUIRED SPACES: 128

PROVIDED PARKING BREAKDOWN:

TOWN HOME GARAGE: 68 SPACES  
TOWN HOME TANDEN SPACES: 138 SPACES  
SINGLE-FAMILY GARAGE: 128 SPACES  
OFF-STREET PARKING: 0 SPACES  
ON-STREET PARKING: 116 SPACES

TOTAL PROVIDED PARKING: 448 SPACES  
TOTAL REQUIRED PARKING: 332 SPACES  
TOTAL MAXIMUM PARKING LIMIT: 399SPACES (120% OF REQUIRED)

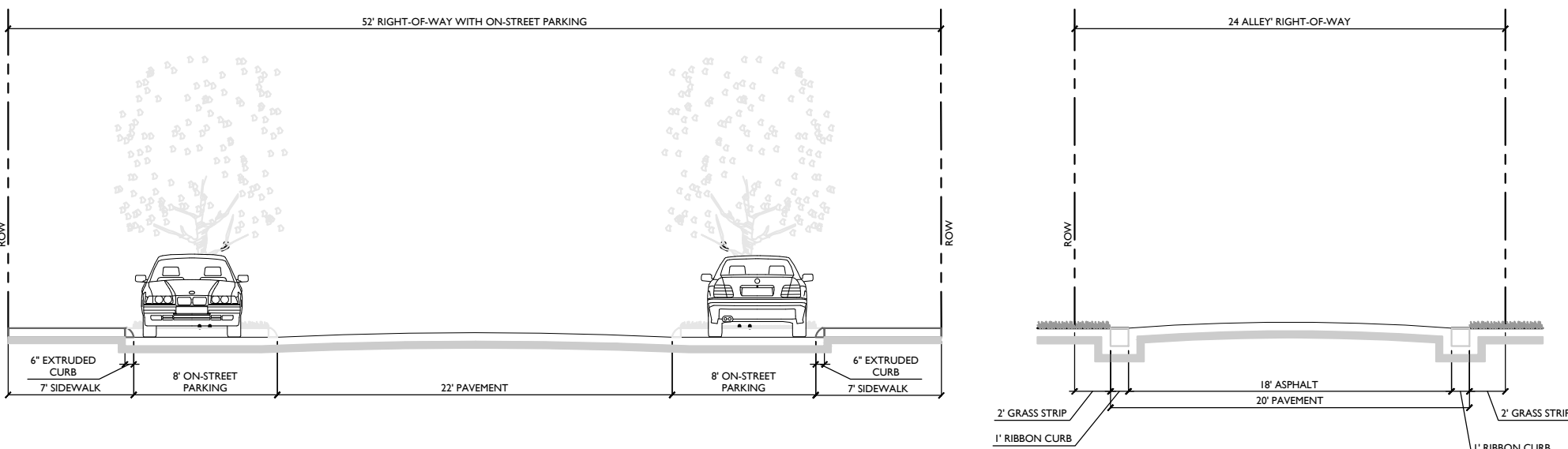
\*NOTE: SIDEWALKS ADJACENT TO ON-STREET PARKING ARE 7' WIDTH

KEY

- 30' RIPARIAN BUFFER ZONE 1  
30' OFFSET FROM TOP OF BANK
- 30' RIPARIAN BUFFER ZONE 2  
30' OFFSET OF ZONE 1 BUFFER
- 110' RIPARIAN BUFFER ZONE 1  
60' OFFSET FROM TOP OF BANK PLUS 50' OFFSET BUFFER  
DUE TO STEEP SLOPES
- EXISTING TREE CANOPY

STREET SECTIONS

THE FIELDS AT REESE FARM PUD WILL UTILIZE CITY OF FRANKLIN STANDARD 52' ROW (COF TS-12) AND STANDARD 22' ALLEY (COF TS-13). IN ADDITION TO THESE STANDARD STREET SECTIONS, THIS PUD PROPOSES A MODIFIED VERSION OF COF TS-12 WITH ON STREET PARKING AND A WIDER ALLEY FOR IMPROVED EMERGENCY ACCESS AT PUBLIC ALLEY C (SEE BELOW).



Revision Date
▲
▲
▲
▲

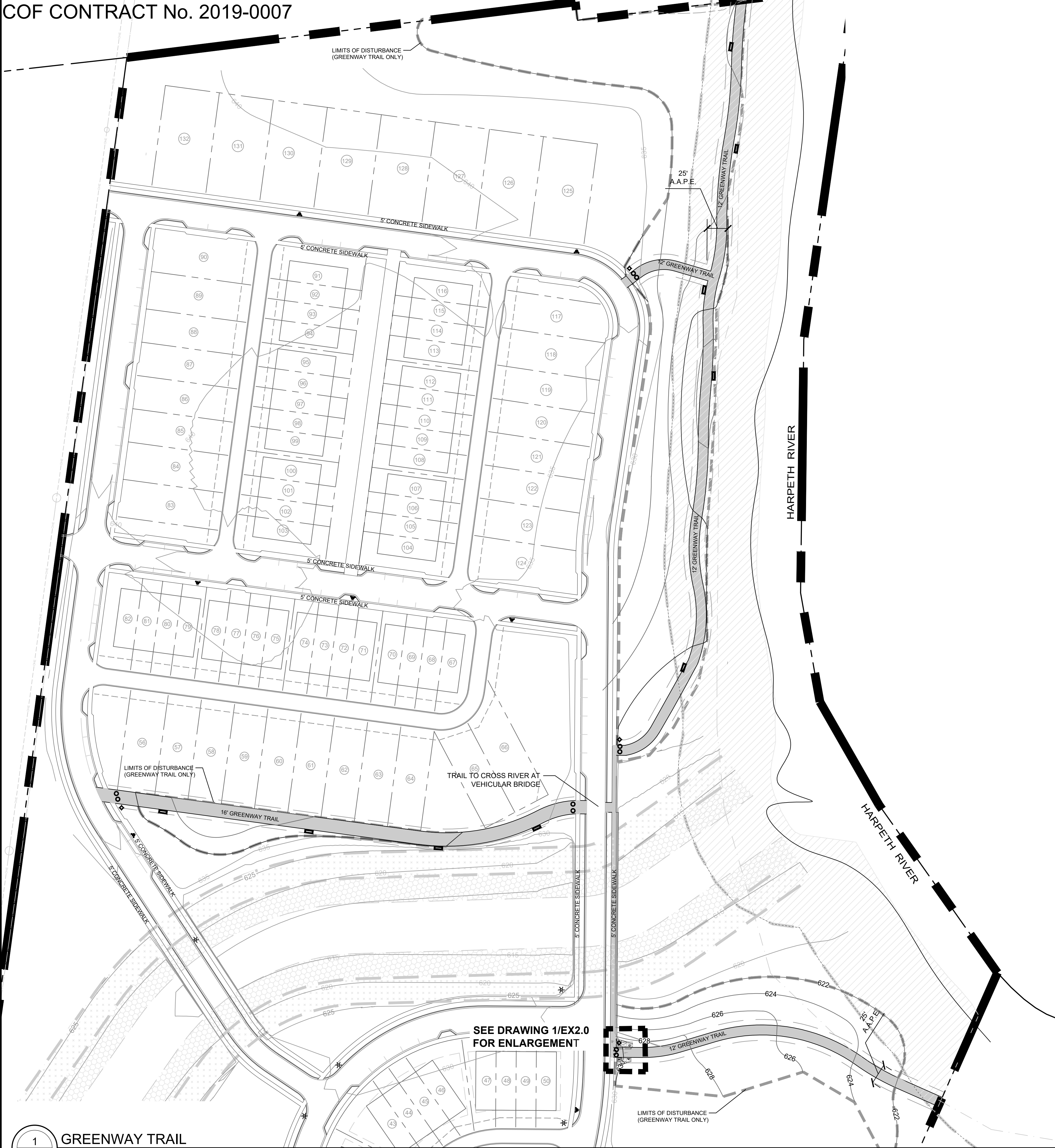


THE FIELDS AT REESE FARM  
GREENWAY EXHIBIT  
Franklin, Williamson County, Tennessee

FOR BIDDING  
PURPOSES ONLY  
NOT FOR  
CONSTRUCTION

Revision Date	_____
△	_____
△	_____
△	_____
△	_____

EXHIBIT  
B

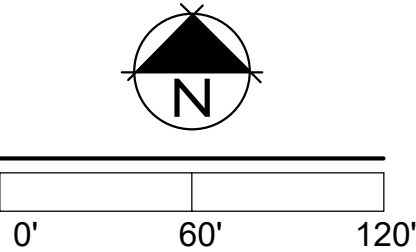


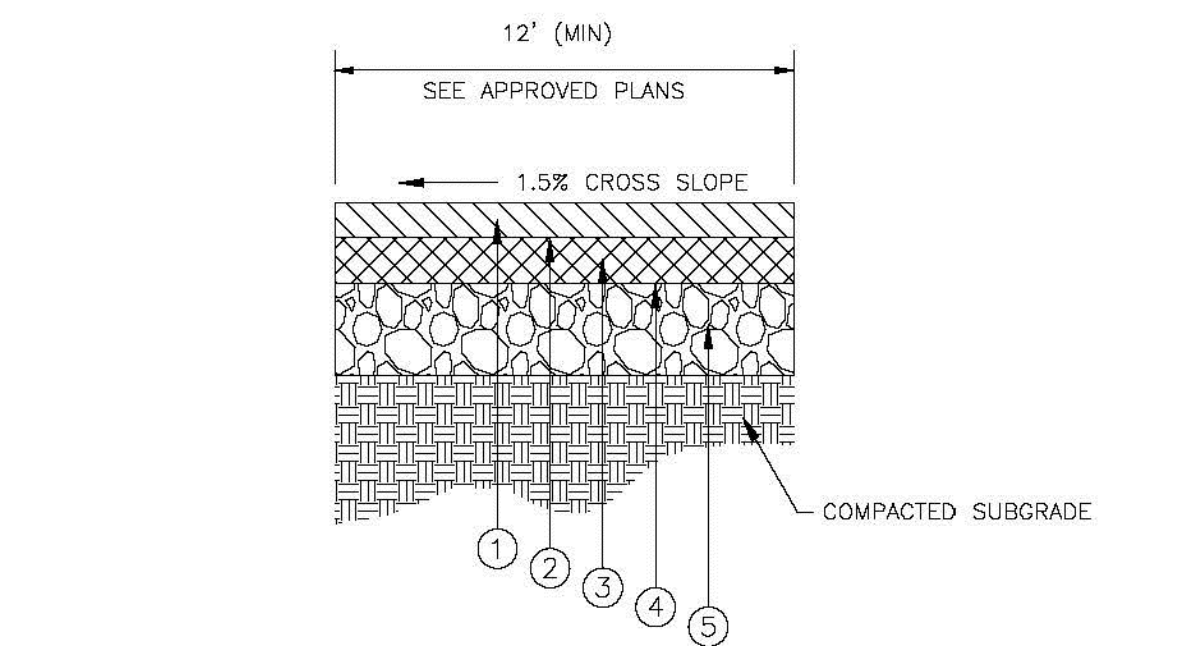
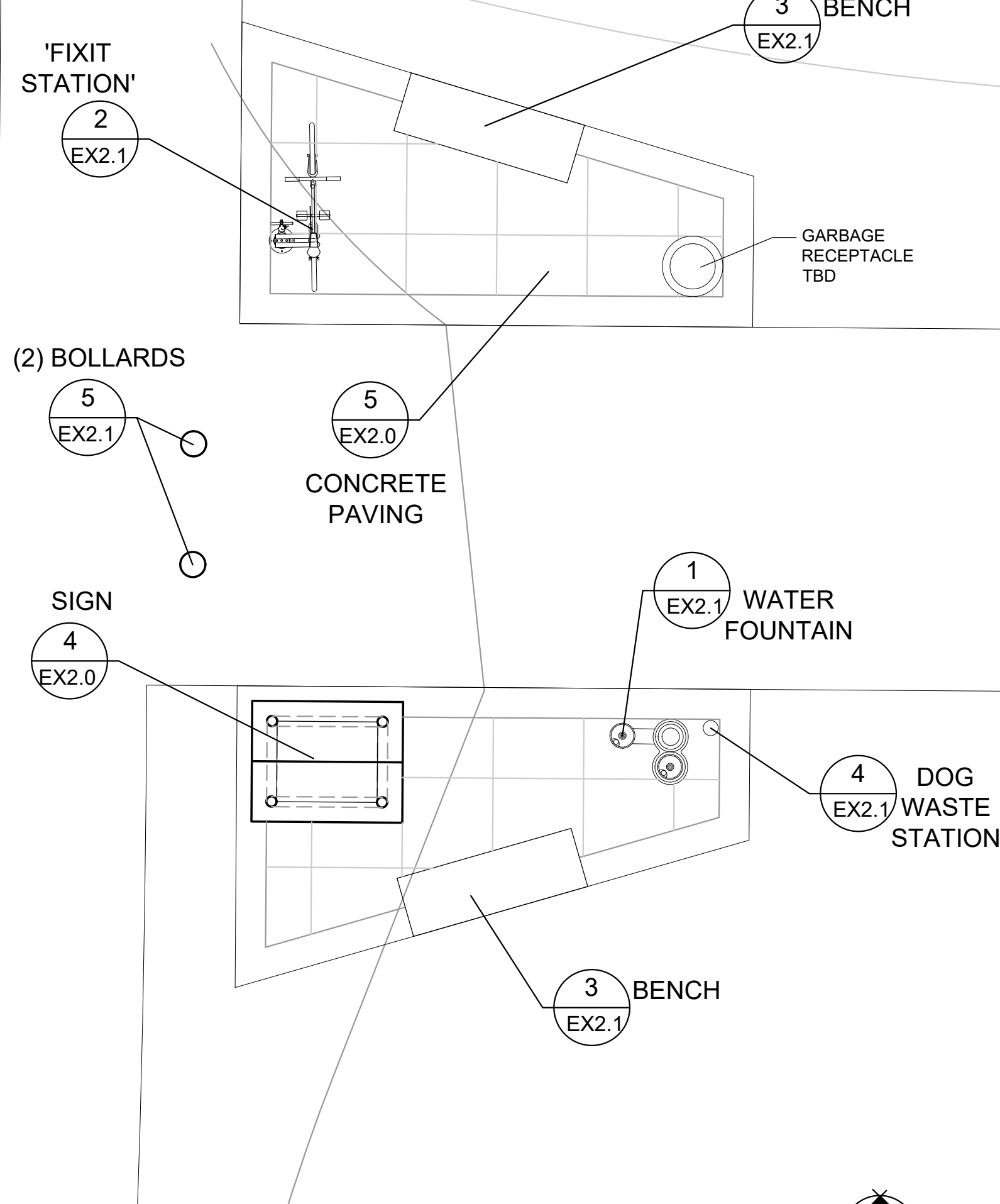
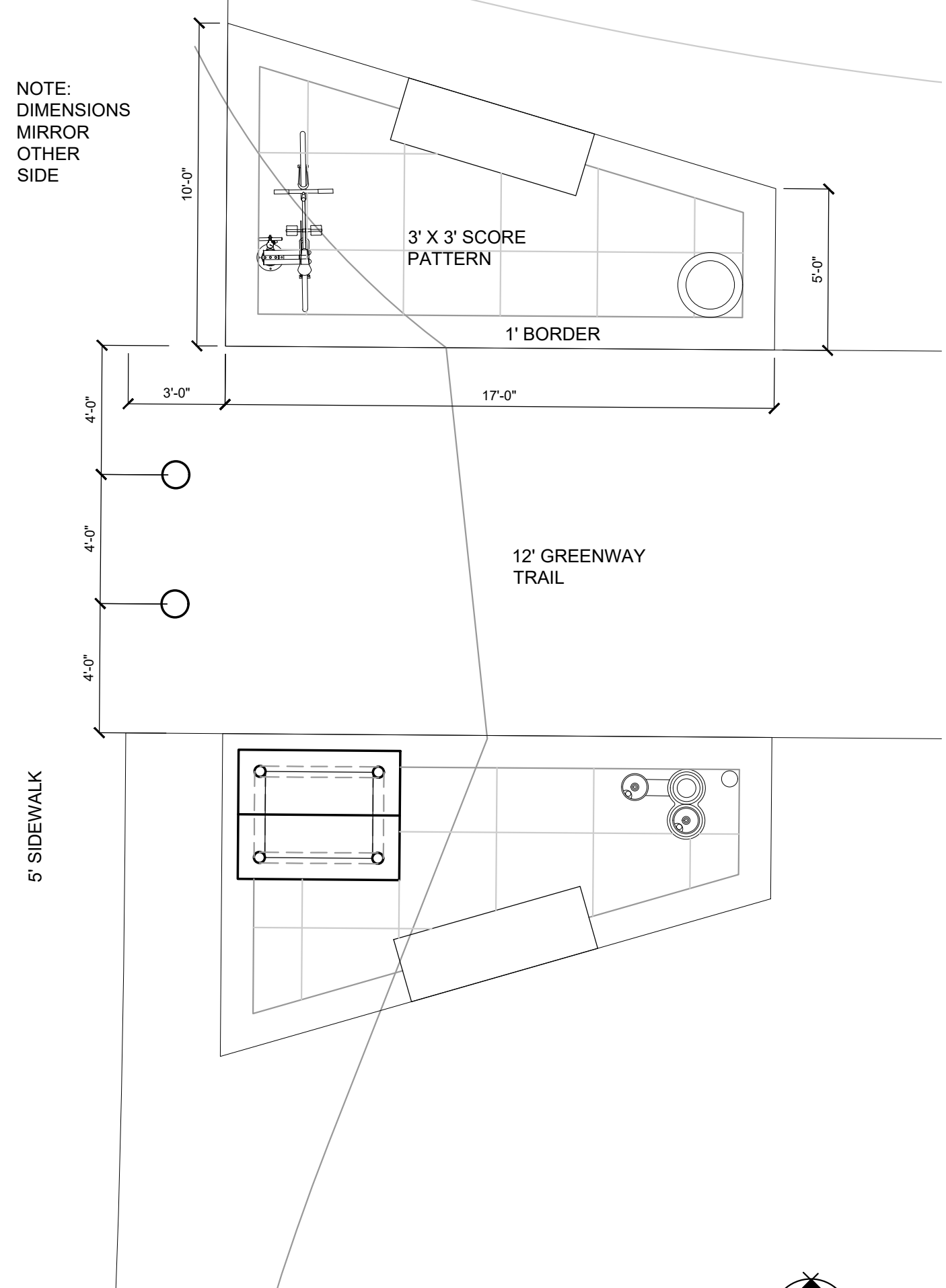
**KEY**

- GREENWAY TRAIL
- LIMITS OF DISTURBANCE (GREENWAY TRAIL ONLY)
- BENCH (NOT TO SCALE)  
SEE DETAIL 3/E2.1
- BOLLARD (NOT TO SCALE)  
SEE DETAIL 5/E2.1
- DOG WASTE STATION (NOT TO SCALE)  
SEE DETAIL 4/E2.1

**STREAM BUFFER KEY**

- 30' RIPARIAN BUFFER ZONE 1  
30' FROM TOP OF BANK
- 30' RIPARIAN BUFFER ZONE 2  
30' OFFSET OF ZONE 1 BUFFER
- 110' RIPARIAN BUFFER ZONE 1  
60' OFFSET FROM TOP OF BANK  
WITH 50' ADDITIONAL BUFFER DUE TO  
STEEP SLOPES GREATER THAN 25%





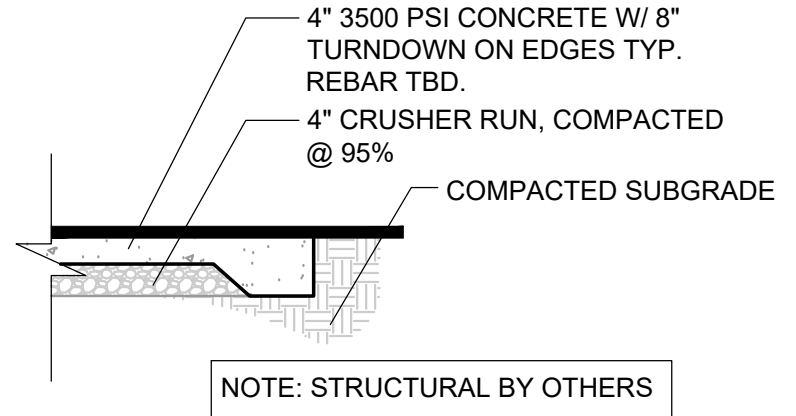
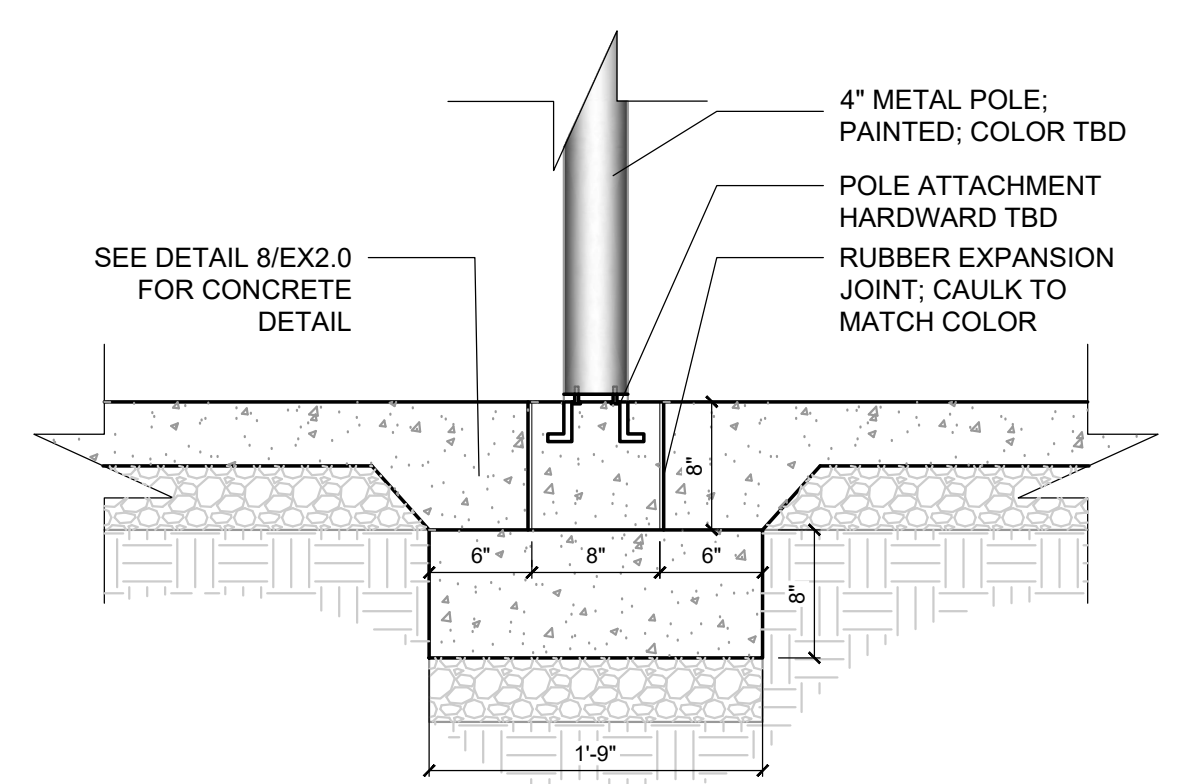
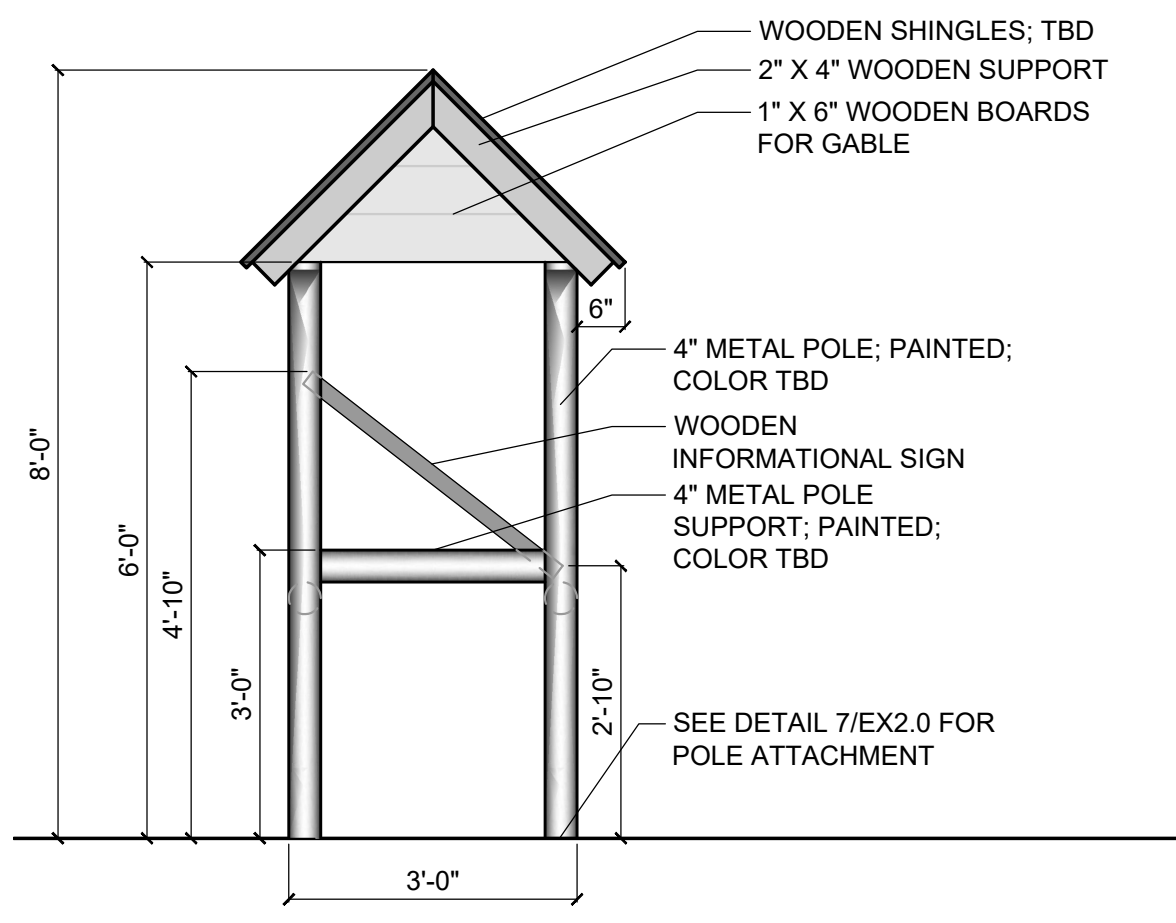
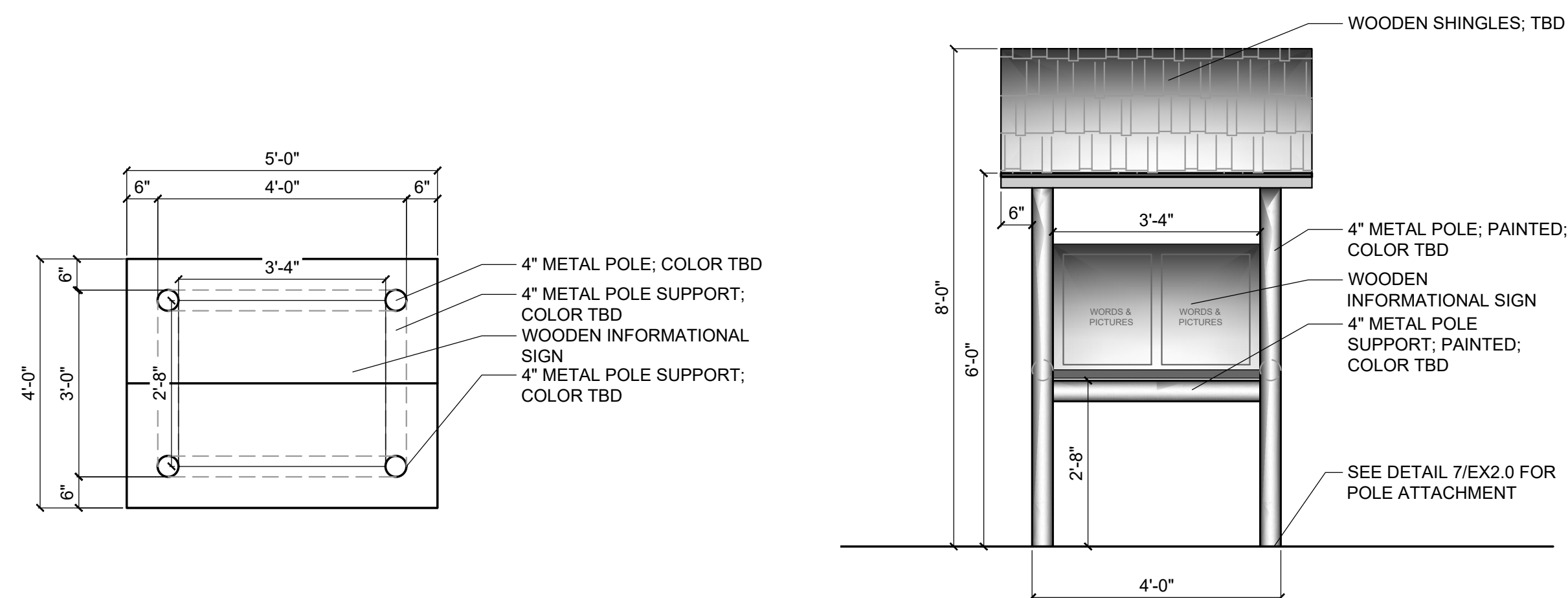
- PAVEMENT SCHEDULE**
- 1 1.5" - BITUMINOUS SURFACE COURSE (ROADWAY)  
411-01.05 ACS MIX(PG64-22) GRADING E RDWY
  - 2 TACK COAT  
403-01 BITUMINOUS MATERIAL FOR TACK COAT (TC) @0.07 GAL/SY  
(@0.10 GAL/SY MILLED SURFACES)
  - 3 2" - BITUMINOUS AGGREGATE BASE  
307-01.08 ASPHALT CONCRETE MIX (PG64-22)(BPMB-HM) GRADING B-M2
  - 4 PRIME COAT  
402-01 BITUMINOUS MATERIAL FOR PRIME COAT (PC) @0.30-0.35 GAL/SY  
402-02 AGGREGATE FOR COVER MATERIAL (PC) @8-12LBS/SY
  - 5 4" MINERAL AGGREGATE BASE 303-01 MINERAL  
303-01 MINERAL AGGREGATE, TYPE "A" BASE, GRADING"D"
- GENERAL NOTES**
- 1. ASPHALT THICKNESSES ARE MINIMUMS. THICKNESSES TO BE DETERMINED BY GEOTECHNICAL DESIGN.
  - 2. REFERENCE TDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION
  - 3. DESIRABLE TRAIL CROSS SLOPE IS 1.5%, ABSOLUTE MAXIMUM IS 2.0%.
- N.T.S.

<b>CITY OF FRANKLIN</b>		<i>Paul P. Hoge</i>	8/1/2018
MULTI-USE TRAIL (PUBLIC AND PRIVATE)		CITY ENGINEER	DATE
<b>DWG. NO. RD-4</b>	EFFECTIVE DATE: 8/1/2018	<i>Joseph White</i>	8/1/2018
		ASST. DIRECTOR OF ENG.	DATE

1 TRAILHEAD - LAYOUT  
EX2.0 PLAN

2 TRAILHEAD - INDEX  
EX2.0 PLAN

3 GREENWAY TRAIL  
EX2.0 SPECIFICATION SHEET N.T.S.



4 SIGN ENLARGEMENT  
EX2.0 PLAN

5 SIGN  
EX2.0 ELEVATION

6 SIGN  
EX2.0 ELEVATION

7 POLE ATTACHMENT  
EX2.0 DETAIL

8 CONCRETE PAVING  
EX2.0 DETAIL



ELKAY<sup>®</sup>  
SPECIFICATIONS

Elkay Outdoor EZH2O Bottle Filling Station Bi-Level  
Pedestal with Pet Station Non-Filtered Non-Refrigerated  
Model LK4420BF1UDB

MOUNTING INSTRUCTIONS and  
PLUMBING CONNECTIONS

Provide solid, well-drained surface to mount pedestal fountain (concrete pad recommended). Mount on a smooth, flat, finished surface with adequate support (300 lb. load minimum). Secure unit with (8) 3/8" minimum fasteners (not included). Refer to rough-in. Should be attached firmly to mounting surface in order to secure unit.

Modified low stream height bubbler for pet fountain.

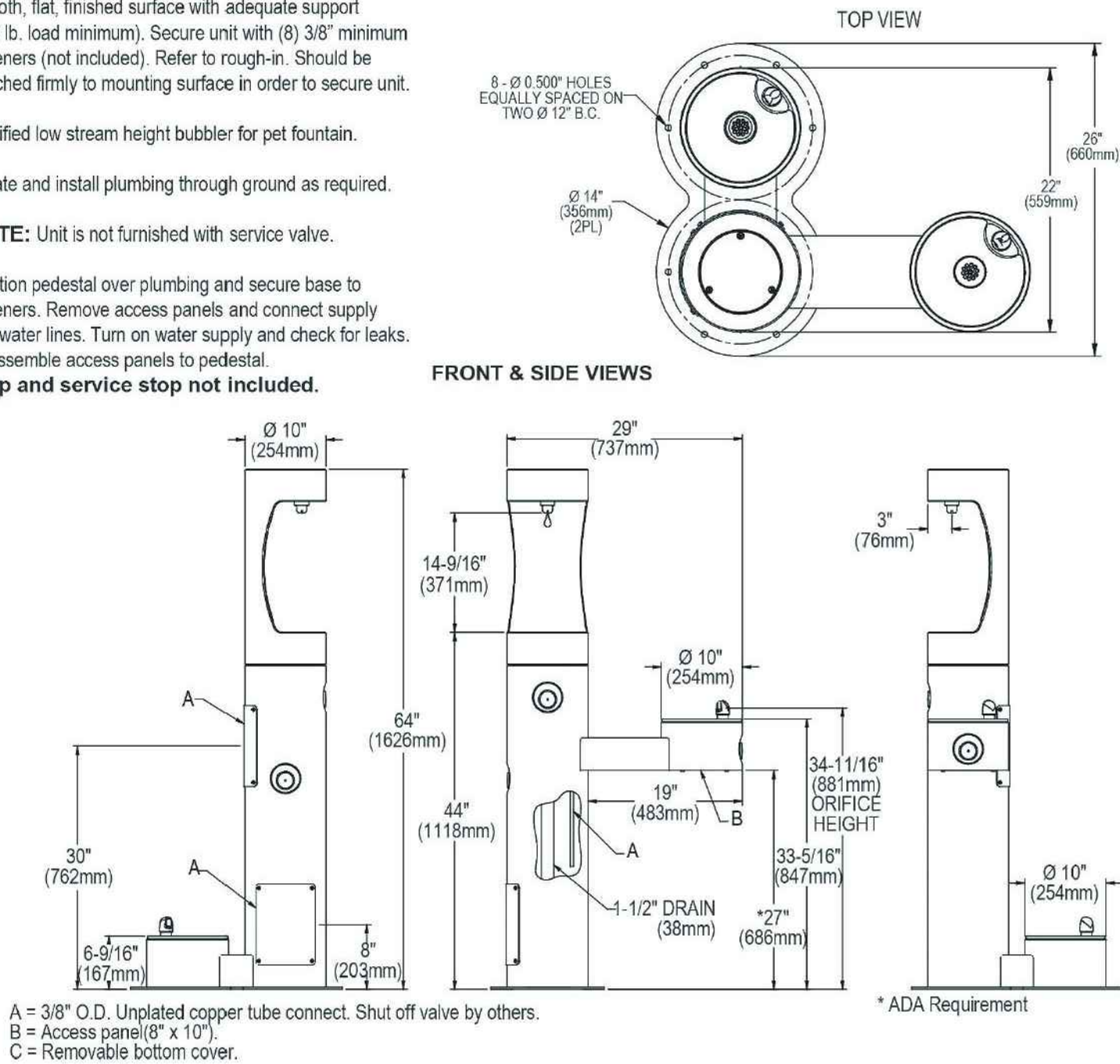
Locate and install plumbing through ground as required.

**NOTE:** Unit is not furnished with service valve.

Position pedestal over plumbing and secure base to fasteners. Remove access panels and connect supply and water lines. Turn on water supply and check for leaks. Reassemble access panels to pedestal.

Trap and service stop not included.

OPERATING PRESSURES:  
Supply water 20 – 105 psi maximum



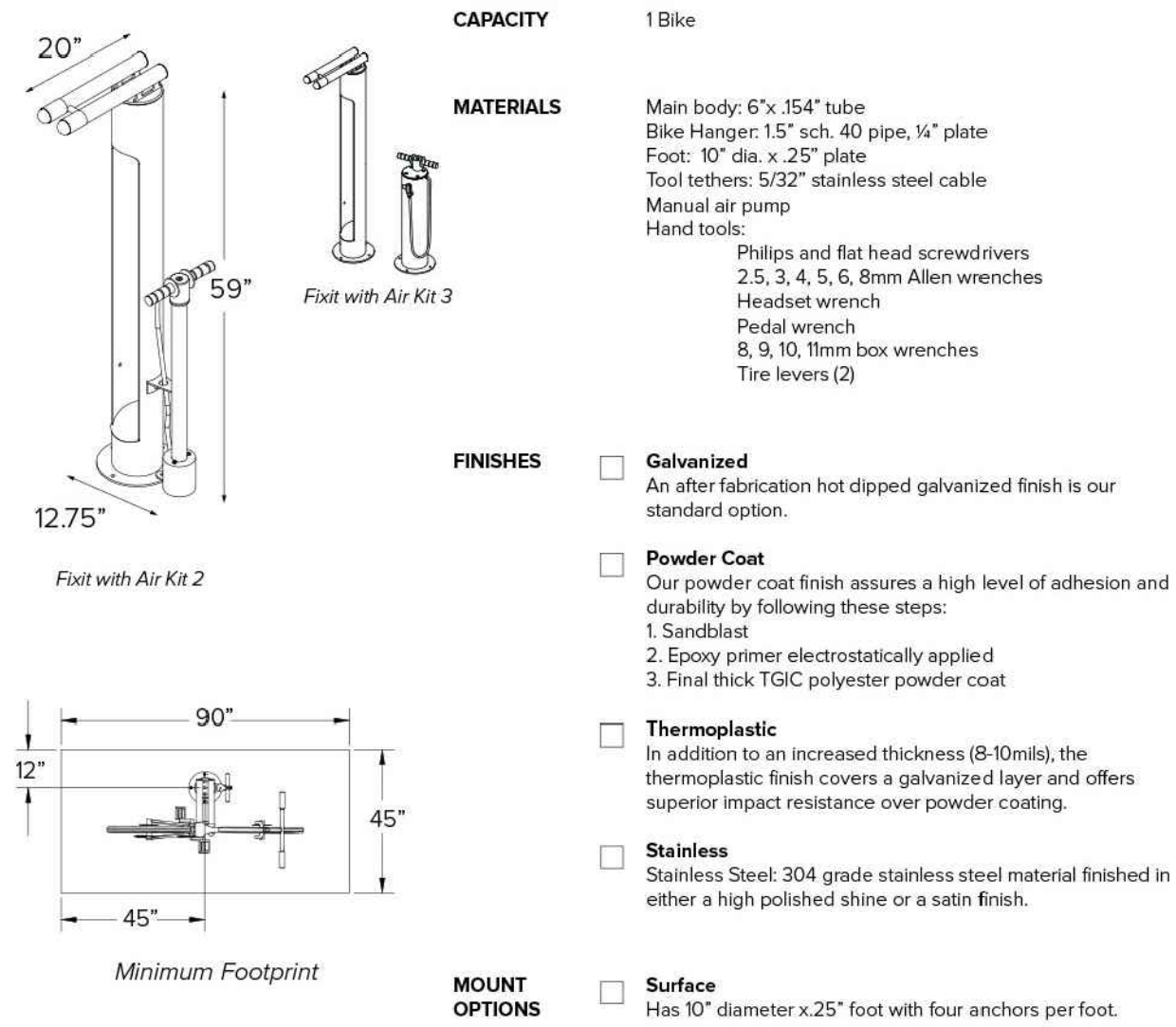
In keeping with our policy of continuing product improvement, Elkay reserves the right to change product specifications without notice. Please visit elkay.com for the most current version of Elkay product specification sheets. This specification describes an Elkay product with design, quality, and functional benefits to the user. When making a comparison of other producers' offerings, be certain these features are not overlooked.

Elkay REV 12082017  
LK4420BF1UDB  
2222 Camden Court  
Oak Brook, IL 60523  
© 2017 Page 2  
LK4420BF1UDB\_spec.pdf

1  
EX2.1  
WATER FOUNTAIN  
SPECIFICATION SHEET

N.T.S.

FIXIT  
Submittal Sheet



TailGrass  
TailGrass Pattern Seating

**TailGrass Seating**  
A variation of the JordanCreek, the TailGrass Collection utilizes a rigid square tubing framework while presenting an elegant silhouette accent. The TailGrass products accentuate their natural surroundings while blending into a variety of urban settings.

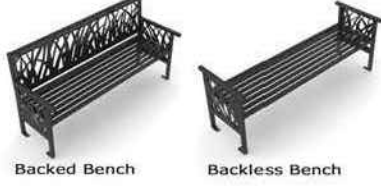
**Seating Mounting**  
Options include stainless steel mounting plates for permanent mounting to a concrete pad or heavy duty stainless steel leveling feet suitable for indoor or outdoor use.

**Materials**  
Frame - 1 1/2\"/>

**Sustainability and LEED**  
TailGrass benches have a recycled material content of 84% of which 73% is post consumer content. This content may vary based on the product design, product material type, and interchangeable piece parts. All styles are 100% recyclable. For more information about SiteScapes sustainable products and policies, please refer to our environmental statement.

**Choices**  
Choose six or eight foot length; backed or backless bench; zero or one center armrest; powdercoat or Duracoat finish; and color.

TailGrass seating options



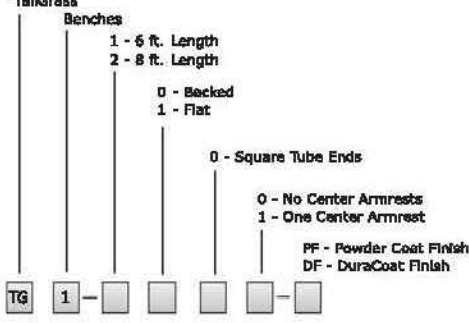
888.331.9464 402.421.9479 fax:  
P.O. Box 22326 Lincoln, NE 68542  
www.sitescapesonline.com  
info@sitescapesonline.com

**Pictured this page**  
left: TailGrass backed TailGrass pattern bench TGI-1000 (Sterling). top right: TailGrass backed TailGrass pattern bench TGI-1000 (Bronze). bottom right: TailGrass backed TailGrass pattern bench TGI-1000 (Onyx).

**Finishes**  
SiteScapes offers product in both a standard powdercoat and its own proprietary Duracoat finish. Both finishes are designed to weather the elements and are guaranteed not to rust, chip, peel, or fade. Call for a standard color chart.

www.sitescapesonline.com  
For more information visit our website where you can download product drawings, photos, product brochures, CSI spes, and other technical data.

To Specify TailGrass Benches



35% POST CONSUMER CONTENT



www.dero.com | 1-888-337-6729

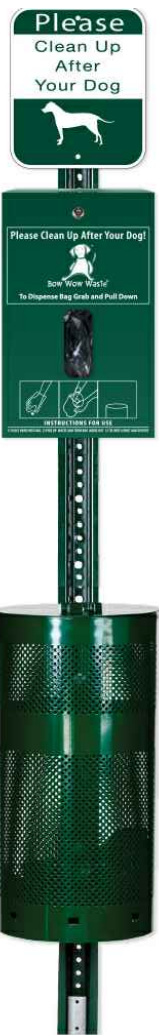
© 2016 Dero

2  
EX2.1  
'FIXIT' STATION  
SPECIFICATION SHEET

N.T.S.

3  
EX2.1  
BENCH  
SPECIFICATION SHEET

N.T.S.



Color: GREEN or BLACK  
Size: 7\"/>

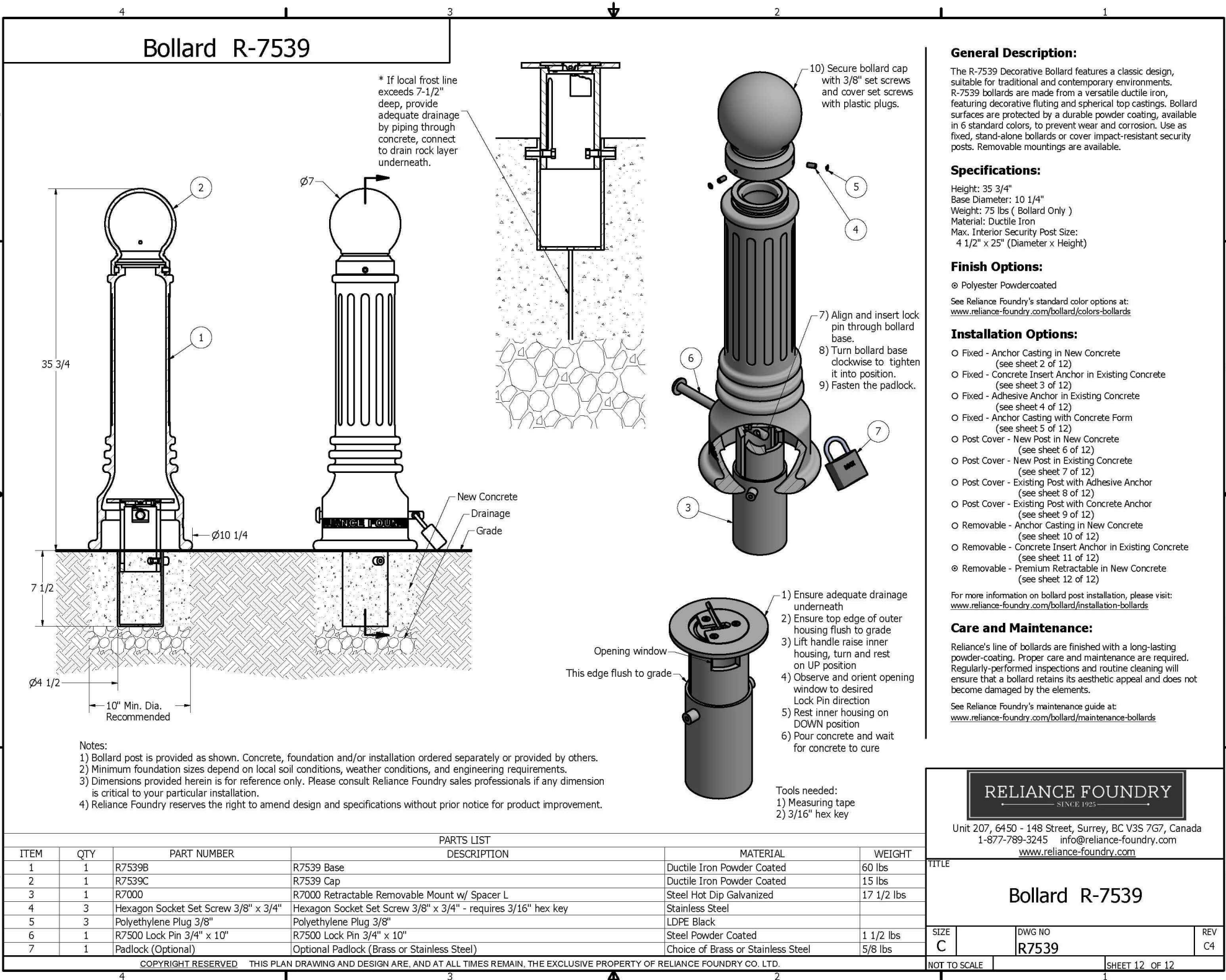
ITEM #: BW-004, Commercial Dog Waste Station with Single Dispense bag system

**IMPORTANT ORDERING NOTE:**  
If you select this Commercial Dog Waste Station with Single Dispense bag system and need extra bags, please order bag item # BW-022-1000, Single Dispense Bags.

This Single Dispense bag system is not designed for standard Roll Bags.

4  
EX2.1  
DOG WASTE STATION  
SPECIFICATION SHEET

N.T.S.



**General Description:**  
The R-7539 Decorative Bollard features a classic design, suitable for traditional and contemporary environments. R-7539 bollards are made from a versatile ductile iron, featuring decorative fluting and spherical top castings. Bollard surfaces are protected by a durable powder coating, available in 6 standard colors, to prevent wear and corrosion. Use as fixed, stand-alone bollards or cover impact-resistant security posts. Removable mountings are available.

**Specifications:**  
Height: 35 3/4\"/>

**Finish Options:**  
a) Polyester Powdercoated  
See Reliance Foundry's standard color options at: www.reliance-foundry.com/bollardsandsecuritybollards

**Installation Options:**  
a) Fixed - Anchor Casting in New Concrete (See sheet 2 of 12)  
b) Fixed - Concrete Insert Anchor in Existing Concrete (See sheet 3 of 12)  
c) Fixed - Adhesive Anchor in Existing Concrete (See sheet 4 of 12)  
d) Fixed - Anchor Casting with Concrete Form (See sheet 5 of 12)  
e) Post Cover - New Post in New Concrete (See sheet 6 of 12)  
f) Post Cover - New Post in Existing Concrete (See sheet 7 of 12)  
g) Post Cover - Existing Post with Adhesive Anchor (See sheet 8 of 12)  
h) Post Cover - Existing Post with Concrete Anchor (See sheet 9 of 12)  
i) Removable - Anchor Casting in New Concrete (See sheet 10 of 12)  
j) Removable - Concrete Insert Anchor in Existing Concrete (See sheet 11 of 12)  
k) Removable - Permanent Retraceable in New Concrete (See sheet 12 of 12)

**Care and Maintenance:**  
Reliance's line of bollards are finished with a long-lasting powder coating. Proper care and maintenance are required. Regularly performed inspections and routine cleaning will ensure that a bollard retains its aesthetic appeal and does not become damaged by the elements.  
See Reliance Foundry's maintenance guide at: www.reliance-foundry.com/bollardsandsecuritybollards

**RELIANCE FOUNDRY**  
Unit 207, 6450 - 148 Street, Surrey, BC V3S 7G7, Canada  
1-877-789-3245 info@reliance-foundry.com  
www.reliance-foundry.com

**Bollard R-7539**

DWG NO	
R7539	
TO COME	SHEET 12 OF 12

NOT TO SCALE SHEET 12 OF 12

5  
EX2.1  
BOLLARD  
SPECIFICATION SHEET

N.T.S.



GAMBLE  
DESIGN COLLABORATIVE  
DEVELOPMENT PLANNING AND  
LANDSCAPE ARCHITECTURE

THE FIELDS AT REESE FARM  
GREENWAY EXHIBIT  
Franklin, Williamson County, Tennessee

FOR BIDDING  
PURPOSES ONLY  
NOT FOR  
CONSTRUCTION

Revision Date  
△  
△  
△  
△  
△

EXHIBIT  
C-2





COF CONTRACT No. 2019-0007

Proposal From  
Southern Site Contractors

Goodall Homes	Reese Farm Walking Trail	DATE:	12/21/2018
Name	Job Description		
393 Maple Street	Del Rio Pike		
Street	Address		
Gallatin, TN 37066	Franklin	Williamson	TN
City	City	County	State
N/A	Gamble Design/Kimley Horn		
Owner	Architect		
N/A	N/A		
Address	Bid Opening Date		

Estimates and Qualifications:

Item	Unit Price	Type		
Paving	4,778.00	\$ 25.00	\$ 119,450.00	Includes Base and Top Coat
Road Base Rock	2,406.44	\$ 24.00	\$ 57,754.56	
Base Labor	6.00	\$ 5,000.00	\$ 30,000.00	
Layout	5.00	\$ 1,200.00	\$ 6,000.00	
Erosion Control	1.00	\$ 19,000.00	\$ 19,000.00	
Grading, Clearing, and Fine Grading	1.00	\$ 98,200.00	\$ 98,200.00	
Bollards	8.00	\$ 1,500.00	\$ 12,000.00	
Benches	11.00	\$ 2,500.00	\$ 27,500.00	
Dog Waste Station	4.00	\$ 1,500.00	\$ 6,000.00	
Water Fountain	1.00	\$ 10,000.00	\$ 10,000.00	
Domestic Tap and Backflow	1.00	\$ 3,000.00	\$ 3,000.00	
Sewer Tap	1.00	\$ 2,000.00	\$ 2,000.00	
Signage	1.00	\$ 7,500.00	\$ 7,500.00	
Bike Rack	1.00	\$ 5,000.00	\$ 5,000.00	
Concrete	1.00	\$ 14,500.00	\$ 14,500.00	
Trash Can	1.00	\$ 2,500.00	\$ 2,500.00	
Final Stablization	3.00	\$ 2,000.00	\$ 6,000.00	
Construction Management	1.00	\$ 46,500.00	\$ 46,500.00	
Design Fees	1.00	\$ 35,000.00	\$ 35,000.00	
Engineering Fees	1.00	\$ 22,000.00	\$ 22,000.00	
Survey Work	1.00	\$ 8,500.00	\$ 8,500.00	
Legal Counsel	1.00	\$ 4,500.00	\$ 4,500.00	
			\$ 542,904.56	

This is a proposal, subject to the Credit Approval of Clayton Properties Group, dba Southern Site Contractors (SSC), herby proposing to furnish labor, equipment, and materials to complete the work in accordance with the plans and specifications for the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) and/or unit prices specified above. The other party to this contract agrees to make monthly progress payments to SSC on account of work performed under this contract, unless otherwise explicitly stated, until all work has been satisfactorily completed and invoiced, following which final payment will be made within thirty (30) days. The monthly progress payments shall be paid within ten (10) days following the end of the previous month, or mailing of the invoice from SSC, whichever is later, wherein the other party to this contract is also the owner of the project. In case the other party to this contract is another tiered contractor, the monthly progress payments paid by him to SSC shall be made within thirty (30) days following the end of the previous month, or mailing the invoice from SSC, whichever is later.

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any additional work, alterations, or deviations from the applicable specifications involving extra work will be an extra charge above the amount of this contract. Such extra work must be agreed upon by both parties before the work is commenced, either by written change order, or a field work order signed by both parties. All agreements are contingent upon strikes, accidents or delays beyond our control. The other party to this contract agrees to carry all necessary insurance to protect the work and to provide adequate protection for himself. SSC is insured for Workers Compensation, public liability, and automobile liability.

In the event payment is not made to SSC within the time stated above, the other party to this contract agrees to pay interest at the maximum legal rate on the unpaid balance until the account is paid in full. In the event this contract or account is placed in the hands of an attorney for enforcement or collection, the other party to this contract agrees to pay all costs, expenses, and attorney fees incurred by SSC. Also, in the event payments exceed the time described above, SSC reserves the right to suspend or stop work until all past due accounts are paid in full along with any interest that may be due. Owner/GC to be responsible for all cost to de-mobilize and re-mobilize in the event that we remove our equipment from the project.

For further consideration of the contract, the contractor involved in the contract agrees to notify SSC in writing simultaneously with the filing of Notice of Completion with the Register's office in the county in which the property is located or elsewhere.

This proposal and any contract arising out of this proposal is contingent upon and subject to the following additional term, which shall be deemed by the parties by this reference to be incorporate and made a part of any contract arising herefrom. In the event of any conflict between the terms of the contract and the terms of this proposal, the terms of this proposal shall control, and it is the intent of the parties to the contract that this proposal shall be and hereby is incorporated into and made part of the contract.

Clayton Properties Group, dba Southern Site Contractors  
by: \_\_\_\_\_ PRINT NAME  
Proposal is withdrawn if not accepted within \_\_\_\_\_ Days

We Accept the Proposal as Specified Above

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to perform the work as specified. Payment will be made as outlined above

Accepted:  
Date: \_\_\_\_\_

Owner/Prime Contractor  
BY: \_\_\_\_\_  
Authorized Signature



COF CONTRACT No. 2019-0007

Proposal From  
Southern Site Contractors

DATE: 12/21/2018

Name	Job Description		
393 Maple Street	Del Rio Pike		
Street	Address		
Gallatin, TN 37066	Franklin		
City	City	County	State
N/A	Gamble Design/Kimley Horn	-	-
Owner	Architect		
N/A	N/A		
Address	Bid Opening Date		
-	-		
Exclusions/Notes/Qualifications			

Accepted:  
Date: \_\_\_\_\_

BY: \_\_\_\_\_  
Owner/Prime Contractor Initials

### **Exhibit E: Opinion of Cost**

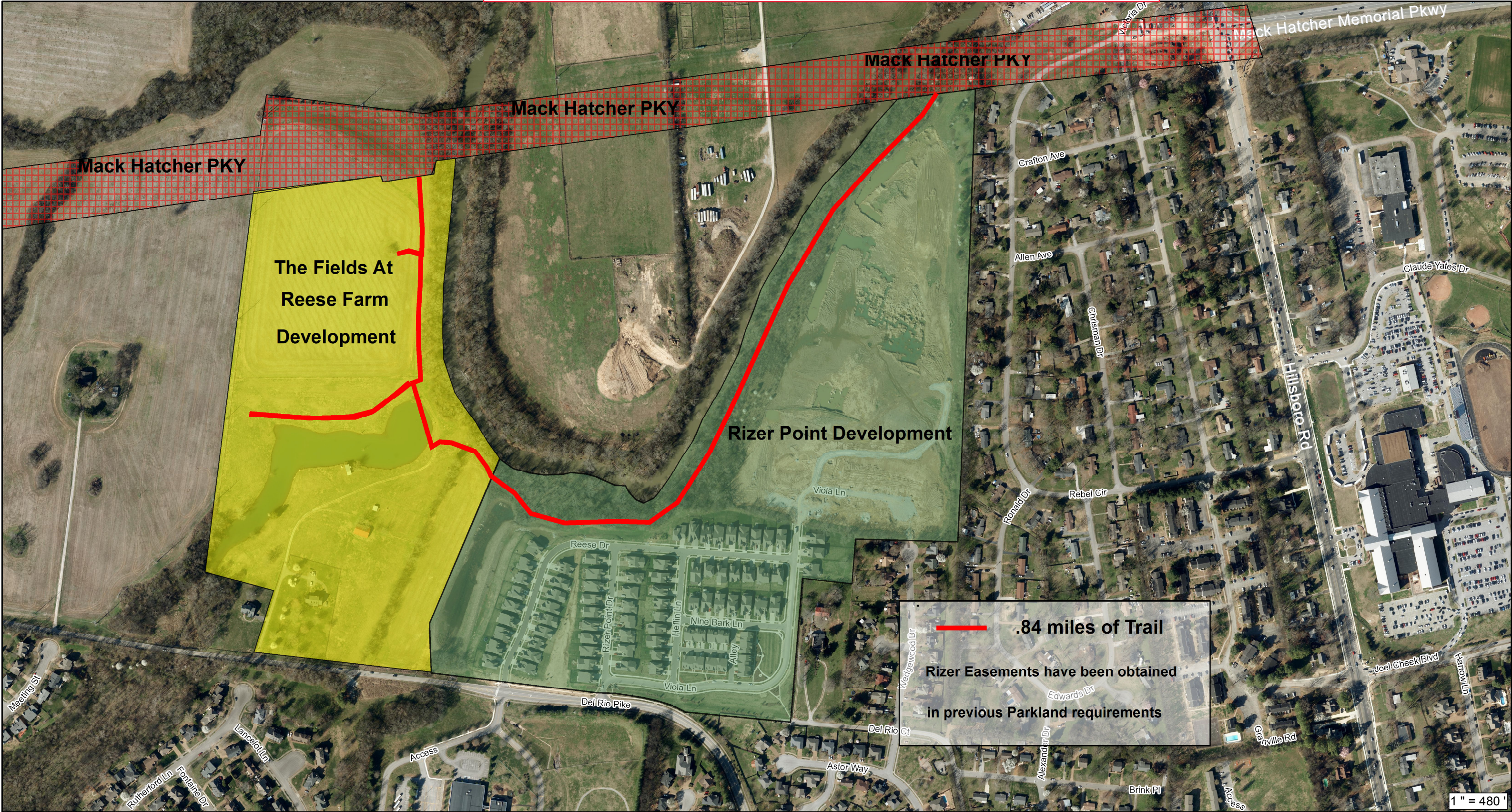
Based on the City of Franklin's Parkland Dedication Ordinance (Ord. 2016-25), the opinion of cost is as follows. Clayton Properties Group, Inc. (hereinafter, "Clayton") will be developing the property known as The Fields at Reese Farms located at 2970 Del Rio Pike, Franklin, Williamson County, Tennessee. The development will include sixty-eight (68) attached townhome lots and sixty-four (64) detached single-family lots. The total dwelling units on the property has been determined to be one hundred thirty-two (132) units. The Total Parkland Impact Fee Obligation Per Dwelling Unit, as pre-determined in the Parkland Dedication Ordinance, is \$4,304.00. The total obligation for The Fields at Reese Farms, based on the one-hundred thirty-two (132) dwelling units at the assessed price of \$4,304.00, is \$568,128.00. This amount must be paid, "at the same time the fees that are due for recording of the final plat, or for issuance of a building permit, whichever occurs first, or in accordance with the provisions of the City of Franklin Charter or a Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements approved by the BOMA, when applicable," (Ord. 2016-25 sec. 25-405). The amount may be reimbursed in part or in full based on the Parks Department's assessment of any parkland construction on the development's property.

Clayton intends to dedicate 1.1471 acres of land to the City and construct a greenway trail, which will ultimately connect to the trail system in Rizer Point and Mack Hatcher. The Appendix states, Off-sets for Private Parkland set-aside available for Public use when in an all access public easement will be, "calculated at 100% of the Parkland Dedication in Lieu of Parkland Impact Fee Off-Set amount if the parkland improvement is a project consistent with the Comprehensive Parks and Recreation Master Plan." Based on this calculation, Clayton is eligible for a one hundred (100) percent off-set of the parkland impact fees in the amount of \$568,128.00 for the dedication of land, construction of greenway trail. This is the maximum off-set amount available for this project, and it will be reimbursed to Clayton at the completion of the project.

The table below is a summary of the above information.

Total Parkland Impact Fee for 132 units @ \$4,304/unit	\$568,128.00
Eligible amount of off-set based on 100% of total Parkland Impact Fee	\$568,128.00









YOUR *Dream* STARTS HERE

February 26, 2019

Vernon Gerth  
Assistant City Administrator  
109 3<sup>rd</sup> Avenue South  
City of Franklin, TN 37064

Mr. Gerth:

Goodall Homes requests and agrees to a slightly revised Parkland Impact Fee Agreement that requires Goodall Homes to Plat the Greenway Right of Way with each Section of the Reese Farms Development, bond the greenway trail's construction cost, and complete the construction of the greenway trail prior to the final Certificate of Occupancy for the Development. The appropriate Parkland Dedication Fees would be reimbursed to the Developer upon acceptance of the trail and required documentation that substantiates the cost of construction. Upon acceptance of this improvement and release of bonds, the City would be responsible for maintaining the structural integrity of the trail. Goodall Homes and eventually the Reese Farms Homeowners Association agree to maintain the trail free of debris and, the grass mowed and in good conditions consistent with the other common areas located within the subdivision. This trail will eventually connect from Mack Hatcher to Del Rio Pike per the Development Plan design/layout of the trail.

Sincerely,

A handwritten signature in blue ink, appearing to read "Daniel Stumpf".

Daniel Stumpf  
Division President